

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE ORONO EDUCATION ASSOCIATION

EDUCATIONAL SUPPORT PROFESSIONAL UNIT
ADMINISTRATIVE ASSISTANTS, CUSTODIANS, FOOD
SERVICES, EDUCATIONAL TECHNICIANS,
SPEECH-LANGUAGE PATHOLOGIST ASSISTANTS, AND
COMPUTER TECHNICIANS

AND

THE RSU 26 BOARD OF DIRECTORS

JULY 1, 2021 – JUNE 30, 2024

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DEFINITIONS

A. AGGRIEVED PERSON

Shall mean the non-probationary employee or non- probationary employees, or the ESP Unit, making the claim.

B. DAYS

Shall mean days the central office is open unless expressly agreed or stated otherwise.

C. EMPLOYEE

Shall mean those employees retained in service after the completion of the probationary period.

D. ESP UNIT

Shall mean Education Support Professional Unit of the Orono Education Association.

E. ASSOCIATION

Shall mean the Orono Education Association, ESP Unit.

F. GRIEVANCE

Shall mean an alleged violation of this Agreement or any dispute with respect to its meaning or application.

G. PARTY OF INTEREST

Shall mean the non-probationary employee(s) making the claim and any person who might be required to take action or against whom action might be taken in order to solve the claim.

H. PREMIUM RATE

Shall mean the rate of payment at one and one-half (1-1/2) times the regular rate of pay.

I. PROBATIONARY PERIOD

Shall mean the first six (6) months of continuous employment excluding any period of temporary, on call or seasonal employment except which shall be governed by the Maine Labor Relations Act or other applicable laws. All appointments shall be made for a probationary period of six (6) months. The Board shall have the right to terminate the employment of any employee during the probationary period without compliance with the terms of this Agreement.

J. REDUCTION IN FORCE

Shall mean the discontinuance of employment of an ESP Unit member. (Elimination of Position or Retirement)

K. SCHOOL YEAR

Shall mean the period of time when the school is in session with both employees and pupils present. This includes the days immediately preceding and following student days as required.

L. WORK YEAR / FULL YEAR

Shall mean the calendar year.

M. TRANSFER

Shall mean change in work location from one location to another within the same job classification.

PREAMBLE

This Agreement is entered into between the Board of Directors of Regional School Unit 26 (hereinafter referred to as the “Board”) and the Orono Education Association Educational Support Professional Unit of RSU 26 (hereinafter referred to as the “ESP Unit” or the “Association”).

ARTICLE 1 – RECOGNITION

A. Bargaining Unit

The Board recognizes the Orono Education Association ESP Unit as the exclusive bargaining agent for the following employees:

1. Computer Technology employees who have been in the employ of the Board for a period of six (6) months or longer.
2. Custodians who have been in the employ of the Board for a period of six (6) months or longer.
3. Education Technician I, Education Technician II, Education Technician III, or Speech-Language Pathologist Assistant employees, who have been in the employ of the Board for a period of six (6) months or longer.
4. Food Service employees who have been in the employ of the Board for a period of six (6) months or longer, excluding the Director of Food Services.
5. Administrative Assistants who have been in the employ of the Board for a period of six (6) months or longer, excluding any and all persons employed in the Superintendent's immediate office.

ARTICLE 2 – BOARD RIGHTS

- A. Except as explicitly limited by a provision of this Agreement, the Board shall have the exclusive right to take any action it deems appropriate in the operation of the School Department; in the implementation of policies; and in the direction of the work of employees.

- B. Such rights shall include, but are not limited to: the operation of the school system; direction of employees within the bargaining unit; the right to discharge; to change assignments; to promote, discipline and suspend; to reduce or expand the number of employees; to transfer within the same classification; to establish and change or modify schedules; and to introduce new or improved methods, processes, equipment and materials to be used in the Board's operations.

ARTICLE 3 – CHECKOFF AND ASSOCIATION SECURITY

- A. The Board agrees to notify the ESP Unit in writing of the name, address and date of employment or termination of all employees in the bargaining unit as soon as possible.
- B. The Board shall deduct through payroll ESP Unit dues of those members and transmit such dues to the ESP Unit no later than ten (10) days after the last day of the month.
 - 1. The Board agrees to make payroll deductions for union dues upon signed authorization by the employee.
 - 2. Dues will be deducted from successive paychecks beginning with the second paycheck of the school year, based on consolidated information provided, and certified as accurate, by the Association.
- C. The ESP Unit shall indemnify, defend and hold the Board, Board members, its Superintendent and all employees responsible for payroll harmless (in their individual and professional capacities) against suits against the Board or any individual on account of payroll deductions of said dues.
- D. The ESP Unit agrees to promptly refund to the Board any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.
- E. No employee who is scheduled by the Board and the ESP Unit to participate during work hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, prohibited practice complaints, conferences or meetings shall suffer any loss in pay thereby.

ARTICLE 4 – ASSOCIATION RIGHTS

- A. The ESP Unit shall be permitted to transact official Association business on school property when school is not in session in the building in question or where it does not interfere with scheduled meetings or assigned duties of employees.
 - 1. Association representatives shall abide by all school notification procedures when entering school buildings.
 - 2. The use of school facilities and equipment is subject to the same regulations and charges as governed by other community organizations using such facilities and equipment.
 - 3. Request for the use of school facilities will be forwarded to the Superintendent through the building Principal for approval.

- B. The Board shall provide the President of the Association copies of public meeting, agendas and minutes at the time that agendas and minutes are sent to Board members.
 - 1. In the event the Board calls an emergency public meeting the President of the Association shall be notified at the same time and in the same manner as Board members.
 - 2. The Association agrees to provide the Board with the name of the Association President when there is a change in that position.

ARTICLE 5 – EMPLOYEE RIGHTS

- A. No non-probationary employee shall be disciplined, reprimanded, non-renewed, dismissed, demoted, or denied a promotion without just cause.
- B. The Board and its agent agree to follow the principle of corrective/progressive discipline for minor offenses. Such discipline shall normally include the following sequence:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension without pay
 - 4. Discharge
- C. An employee may have an OEA representative present during any meeting that may lead to disciplinary action. This provision shall cover any such meeting with the Board, and/or Superintendent, and/or Superintendent designee.
- D. For matters of a more serious nature, as determined by the Superintendent, the less severe steps need not be utilized prior to suspension and/or discharge.
- E. An employee who is discharged or suspended shall be given written notice, either in person or by certified mail, return receipt requested, to the employee's last known address, of the discharge or suspension, and the reason(s) therefore.
- F. The OEA shall be given a copy of all notices as stated above.
- G. Any suspension of an employee shall be with pay pending an investigation and formal action by the Superintendent.
- H. Any employee discharged will be paid in full for all wages owed by the Board including overtime, compensatory time, earned but unused vacation time, and holiday pay, if any. Such payment will be made on the first possible pay date following the discharge.
- I. A grievance regarding the discharge or suspension without pay of any employee may be initiated at Level Two of the grievance procedure (Article 6: Grievance Procedures).
- J. Complaints
 - 1. Any signed written complaints regarding an employee, that may be made to any member of the administration, shall be called to the attention of the employee. The employee shall be provided an opportunity to respond to such a complaint.
 - 2. Should it be necessary to conduct an investigation into any alleged misconduct against an employee concerning any matter which could adversely affect the continuation of employment or that could lead to disciplinary action, the employee shall be advised an investigation is being conducted. Nothing in this article shall require notice to an employee of a complaint alleging possible criminal activities pending the investigation / processing of such complaint by law enforcement.

3. Before an employee is questioned as a part of that investigation, the employee shall be given prior written notice that an investigatory meeting will be taking place. The employee will be entitled to have a representative present during such investigatory meetings. A request for a reasonable continuance shall be granted if a representative is not available.
4. Any investigation will be conducted by the Superintendent or the Superintendent's designee, provided however, the designee may not be a member of the Board.
5. At the conclusion of the investigation, the employee will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation record. If the results of the investigation show the allegations are proven, the employee shall be so advised in writing. The employee shall be given an opportunity to respond and/or rebut such findings within ten (10) days of notification. This timeline may be extended by mutual written agreement between the employee and the Superintendent.

K. The Board shall provide for employee involvement in new innovative programs from planning through evaluation stages.

L. Personnel File

1. The Superintendent shall maintain, for official school department purposes, one (1) official personnel file (the file) for each employee.
 - a. This file shall include, but not be limited to, any formal or informal written employee evaluations and reports relating to the employee's character, course credit, work habits, compensation and benefits relating to the employee, which the Board has in its possession.
 - b. In addition, the parties acknowledge that the employee's administrator and/or evaluator shall have the right to maintain a working personnel file.
2. Employees shall be sent a copy of all adverse or complimentary material at the time such material is placed in the file. No anonymous material shall be placed in the file.
3. An employee shall have the right to examine the employee's file in the presence of the Superintendent or the Superintendent's designee during the normal business hours of the Superintendent's Office.
 - a. This would include any and all portions of the personnel file wherever they are located.
 - b. Upon request, an employee may obtain a copy of any material in the file at the expense of the Board.
 - c. An employee's representative shall have the right to examine an employee's personnel file with the written permission of the affected employee.
 - d. An employee shall have right to submit a written response to any material placed in the file, provided that such a rebuttal letter shall be filed within ten (10) days. This written response shall be attached to the appropriate file material and placed in the file.

4. An employee shall have the right to request in writing that the Superintendent remove materials from the employee's personnel file.
 - a. The Superintendent shall review the materials requested for removal and determine whether removal is appropriate.
 - b. The decision of the Superintendent is final.

ARTICLE 6 – GRIEVANCE PROCEDURE

All employees are protected by law from reprimand or retaliation for filing a grievance. The Grievance Form is Appendix E: Grievance Form.

A. Purpose

1. The purpose of the procedure is to secure, at the lowest possible level, impartial solutions to the problems which from time to time may arise affecting the meaning or application of this Agreement for non-probationary employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein shall be construed as limiting the right of any non-probationary employee having a grievance to discuss the material informally with any member of the administration, and having the grievance adjusted without the intervention of the OEA provided the adjustment is consistent with the terms of this Agreement.

B. Time Limits

1. It is agreed that grievances shall be processed as rapidly as possible.
2. In the event a grievance is filed at such time that it cannot be processed through all steps by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted as soon as is practical.
3. Unless a written formal grievance is filed within thirty (30) days from the time that an alleged violation of the contract first became known, or should have become known, the grievance shall be deemed not to exist and all rights to grieve are thereby waived.

C. Informal Procedure

1. If an employee feels that they should have a grievance, they may first discuss the matter with their building principal or appropriate supervisor in an attempt to resolve the problem informally.
2. If the non-probationary employee is not satisfied with the disposition of the matter, they shall have the right to have the Association assist them in further efforts to resolve the problem informally.

D. Formal Procedure

1. Level One – Building Principal or Designee
 - a. If an aggrieved person is not satisfied with the outcome of informal procedures, they shall, within the thirty (30) day time frame in Section B. 3., present a written formal grievance to their principal or appropriate administrators using the grievance form supplied by the Association. It is understood that the grievant(s) and the principal / administrator may agree that such meeting need not occur, provided that any such agreements shall be in writing.
 - b. The principal shall, within ten (10) days following receipt of the written grievance, render their decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

2. Level Two – Superintendent of Schools or Designee
 - a. If the aggrieved person is not satisfied with the resolution at Level One, or if no answer is received within the ten (10) day limitation in Level One, and if they wish to pursue the grievance they shall within ten (10) days submit the grievance to the Superintendent at Level Two.
 - b. The Superintendent shall, within ten (10) days following the receipt of the grievance, meet with aggrieved person and representatives of the Association for the purpose of resolving the dispute.
 - c. The Superintendent shall, within ten (10) days after the hearing, render their decision and the reasons therefore in writing to the aggrieved person with a copy to the Association representative.
3. Level Three – School Board of Directors
 - a. If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, and if they wish to pursue the grievance they shall within ten (10) days after receiving the Superintendent's response, request in writing a meeting with the Board.
 - b. The Board shall, at its next regular meeting (provided that the request in subsection 3a above affords the Board and the administration at least ten (10) days notice), meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance.
 - c. The Board shall, within ten (10) days following such meeting, render its decision and the reasons therefore in writing to the aggrieved person with a copy to the Association President.
4. Level Four – Arbitration
 - a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved person may request that the OEA submit the matter to arbitration by making such request in writing to the President of the Association.
 - b. The Association shall, within fifteen (15) days of receiving the Board's written denial of the grievance, make a determination on the request and notify the Superintendent and the Board Chair regarding the Association's action as to whether or not to proceed to arbitration with the grievance. An election by the Association not to pursue arbitration shall be signed by the President of the Association and shall be binding on the parties.
 - c. If arbitration is elected, and if the Association subsequently withdraws from arbitration, the Board shall be held harmless from any claims and financial responsibility arising there from, unless legal fraud or collusion between the Board and the Association is proved. It is further understood that the OEA will bear the costs associated with the cancelled arbitration unless the parties agree otherwise as part of a written settlement agreement.

- d. The Chairperson of the Board and the President of the Association (or their designees) shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within the ten (10) days, the American Arbitration Association shall immediately be called upon to select one.
- e. The arbitrator shall render their decision in writing as per American Arbitration Association Guidelines to all parties in interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject to judicial review as provided by statute. The arbitrator shall have no authority to violate, add to, or delete, or otherwise modify the terms of the Agreement. Nor shall the arbitrator have the authority to issue a decision that is contrary to Maine and/or federal law.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the OEA.

E. Miscellaneous

1. If in the judgment of the OEA, a grievance affects non-probationary employees throughout the system, the OEA may submit the grievance in writing directly to the Superintendent at Level Two.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives referred to in this procedure.
3. No reprisals shall be taken by either party as an entity or as individuals against any person who testifies, provides evidence, or otherwise participates in any steps of the grievance procedure. No grievance materials shall be filed in the personnel file of any employee who participates in a grievance procedure.
4. A non-probationary employee may be represented at any level of the grievance procedure only by an Association designated representative.

ARTICLE 7 – JOB CLASSIFICATION

- A. When an employee is temporarily assigned to work in a different job classification for more than three (3) consecutive days, the employee will be paid at the rate of the higher classification from the first day of such work.
- B. An employee who is reclassified shall be paid at the rate established for the new classification.
- C. Job Descriptions
 - 1. A job description will be given to an employee upon hire.
 - 2. Job descriptions will be accurately maintained and reviewed at least triennially.
 - 3. Changes in job descriptions will be given to employees and the ESP Unit upon revision.
 - 4. New job descriptions will be created based on joint professional discussions between ESP Unit representatives and the Board.
- D. Education Technicians who have the approval of the administration to attend meetings (including IEP meetings) shall be paid their regular hourly wage for the time of attendance at such meetings.
 - 1. Time exceeding forty (40) hours will be paid at time and one-half (1-1/2) their regular rate of pay.
- E. With Administrative approval, Education Technicians shall be asked and if they agree to serve as a substitute teacher will be paid at a premium rate of pay equal to one and one-half (1 ½) times their regular rate of pay or at the regular substitute rate of pay, whichever is higher for the period of time in which they serve as a substitute.
- F. Any employee promoted or transferred permanently to a different classification shall be placed on the same step in the new classification as the employee held in the old classification.
 - 1. Pay may be lower or higher because of pay differentials among classifications.

ARTICLE 8 – WORK SCHEDULE

- A. The workday for full-time, full year employees shall normally be eight (8) hours per day.
 - 1. During the regular school year, normally a minimum of eight (8) hours per day, five (5) days a week whenever possible, shall be maintained for each of the full-time custodians.
 - 2. The schedule of working time shall be arranged by the school principals or designee in cooperation with the Superintendent of Schools.
- B. Computer Technician and some Administrative Assistants are employed fifty-two (52) weeks per year. Educational Technician I, II, and III, Food Service Workers, Speech-Language Pathologist Assistants, and other Administrative Assistants are school year employees based on the school year calendar with additional days at the beginning of the school year and end of the school year as needed.
- C. During the summer vacation, a five (5) day, forty (40) hour workweek will normally be followed from Monday through Friday for custodians (full-time only).
 - 1. A four (4) day, forty (40) hour workweek may be substituted when approved by the principal or designee.
- D. All employees whose workday is greater than five (5) hours shall be granted a paid thirty (30) minute duty-free lunch period.
- E. Whenever necessary, employees shall be granted a ten (10) minute personal cleanup period immediately prior to the end of the work shift.
- F. When a need for overtime work exists, as determined by the Superintendent or designee, the Superintendent shall offer the overtime in the job classification affected on an equitable rotational basis whenever possible in each classification. A list of employees based on seniority will be established for each classification and overtime will be offered on a rotational basis based on this list.
- G. Supplemental Services may be required occasionally for duties beyond the scheduling capabilities of the ESP Unit.
 - 1. If such general work exists the Superintendent or designee may ask ESP Unit employees on a voluntary basis, based on a rotating seniority list, to fill such needs.
 - 2. The hourly rate shall be determined by the Superintendent or designee.
- H. The job classification for purposes of overtime distribution shall be within the following classifications in no specific order: Computer Technology, Custodian, Education Technician I, Education Technician II, Education Technician III, Food Service, Administrative Assistant, and Speech-Language Pathologist Assistant.
- I. Time and one-half (1 ½) will be paid for hours worked after forty (40) hours per week.
 - 1. Any hours worked after forty (40) hours must be approved in advance by the principal or designee of the respective buildings and by the Superintendent of Schools.

2. Only hours actually worked shall be considered as hours worked when computing overtime pay.
 3. The employee may substitute compensatory time for overtime pay at a rate of one and one-half (1 ½) hours for each hour worked over forty (40) hours up to a maximum of forty (40) hours of compensatory time unless, because of unusual circumstances, an exception is authorized by the Superintendent.
- J. The Board shall not reduce the scheduled hours of any employee during a work week in which the employee has previously worked hours outside of the regular work schedule in order to avoid overtime or compensatory pay.
- K. Any employee called back to work during their non-working hours shall be paid one (1) hour at premium rate of pay plus the time required to resolve the issue at the premium rate.
- L. School Cancellation Days: All school year and full year employees will be paid for up to three (3) school cancellation days per year.
1. Beyond the third cancellation day, school year employees have the option of using any available vacation days for pay.
 2. Full year employees DO NOT work the first three cancellation days and will be paid up to three (3) cancellation days per year.
 - a. After the first three cancellation days, they will be expected to work on any additional cancellation days unless determined by the Superintendent that it is not safe to drive to work.
 - b. Supervisors will notify full year employees when the Superintendent makes this determination.
 - c. Beyond the third school cancellation day the full year employee may elect not to work on a school cancellation day AND if approved by their supervisor may use available compensatory time or vacation time.
 - d. If no compensatory time or vacation time is available the employee will be expected to work on school cancellation days or may take a day without pay.
 - e. It is agreed that there shall be no payment under this section in the event that there are no school closures during the school year.
- M. Required to Work on Cancellation Days:
1. School year employees shall be paid if they are required to work on days when school is cancelled.
 2. Full year employees sent home or told not to report to work shall be paid their regular rate of pay for their normal work hours.

- N. Delayed Start Days: On days when school is delayed, school year hourly employees have three options:
1. They may take the full school delay and lose the work hours,
 2. They may come in at their regular scheduled time to work on planning or preparation and get paid for the entire day,
 3. They may settle for something in between the regular start time and the delayed start time and travel in at the point they feel safe.
 4. In the event of a delay in which the district communicates a limitation on building access which requires employees to not report to school until the designated time, school year employees will have the option of making up the lost hours within five (5) days after the day of the delay. The hours may be spread across multiple days but the makeup plan must be approved by the employee's supervisor.
 5. Employees will record their work time for the day accurately on their timecard – i.e. write down when they began work. What this means is school year employees will be paid for the hours they worked. Employees should put the hours they worked on their timecard.
- O. Employees will be compensated for time they are expecting to work as designated by the school calendar.

ARTICLE 9 – ASSIGNMENTS

- A. All school year employees shall be given written reasonable assurance of continued employment for the forthcoming year not later than the last payroll in June.
- B. All school year employees, whose assignment changes after the June notification, shall be given written notice of their new assignment by August 1st except in emergencies.

ARTICLE 10 – SENIORITY, LAYOFF AND RECALL

- A. "Seniority" is defined as an employee's length of continuous service in the employ of the RSU 26 from the employee's most recent date of hire.
1. A school year employee shall not be considered to have established a break in service during the summer school vacation.
 2. An employee shall have no seniority during the probationary period. On completion of the probationary period, the non-probationary employee's seniority shall be retroactive to the date of the first day of employment as a probationary employee.
- B. The Board shall establish a seniority list for each work classification, i.e. Computer Technology, Custodians, Education Technician I, Education Technician II, Education Technician III, Food Service, Speech-Language Pathologist Assistants, and Administrative Assistants.
1. The Superintendent shall provide the Association and post in all designated staff rooms a seniority list within three (3) weeks of this agreement and by September 30 of each subsequent year.
 2. All employees shall be listed in the work classification reflecting their current assignment in descending order of seniority. The list shall show each employee's name, and the date when the continuous employment in RSU 26 began.
 3. Any disagreement with the list must be reported by the Association to the Superintendent (or if by an employee, to the Association and the Superintendent) within thirty (30) days after delivery of the list to the Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this thirty (30) day review period, will be made only by mutual agreement of the Superintendent and the Association.
- C. In the event of a Reduction in Force (RiF), the employee to be laid off shall be determined by the following three factors:
1. Employee's seniority in RSU 26.
 2. The employee's skills and ability to perform the work tasks required in the remaining position(s) within that classification.
 3. The performance evaluation of the employees from within the last 24 months.
- Note: This means that the final decision will be based on the prioritized list above. (1, 2 & 3)
4. The employee to be terminated shall be given at least ten (10) days written notice.
- D. Recommendations regarding a Reduction in Force will be made by the department's supervisor in coordination with the building principal(s) to the Superintendent of Schools to bring to the Board.
1. The final decision as to whether to eliminate or retain a position(s) remains the sole and exclusive prerogative of the Board.

2. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
 3. However, the Board (or its designee) agrees to meet and consult with the Association upon request and prior to the decision to eliminate a position(s).
- E. The Board shall establish a recall list of laid off employees for each job classification.
1. An employee who has been laid off shall be sent position vacancy announcements for that classification.
 2. It shall be the employee's responsibility to keep the Board advised of current address and e-mail address.
- F. The Board shall offer reemployment to employees on the recall list for any vacancies in the classification from which they were laid off in the inverse order of layoff. The notice will be sent to the laid off employee's last known address and e-mail address with a copy to the Association.
- G. A laid off employee will remain on the recall list for a period of twenty-four (24) months unless the employee:
1. Waives recall in writing, or
 2. Fails to accept a position within ten (10) days of receipt of notice.
- H. Employees who are recalled will retain their seniority and will be placed on the same wage step obtained prior to layoff.
- I. Employees who have been laid off shall be eligible for COBRA rights. Individuals who have been laid off and are called back to work may reapply for health insurance coverage as provided by this contract within thirty (30) calendar days of being reemployed.
- J. Employees who have been laid off shall receive a severance payment of \$250 per each year of service up to a maximum of eight (8) years.

ARTICLE 11 – VACANCIES AND PROMOTIONS

- A. Whenever the Board determines that a vacancy occurs, a notice of vacancy shall be posted within each school and distributed electronically. Whenever possible, all vacancies shall be posted ten (10) days within the RSU prior to posting the vacancies publicly.

- B. In recognition of the Board's responsibility for the efficient and effective management of the RSU, it is understood and agreed that in all cases of promotion, or voluntary change of assignment the following factors shall be considered:
 - 1. Ability to perform functions and duties of the position

 - 2. Continuous service

Promotion, as used in this provision, means the advancement of any employee to a higher classification. The Board recognizes that promotional opportunities should increase the length of continuous service of employees, and that whenever practical, full consideration shall be given to continuous service.

ARTICLE 12 – EVALUATION

- A. Employees shall be evaluated annually by their immediate supervisor or designee, in consultation with the building principal, approved by the Superintendent before the end of the school year for school year employees and before June 30th for full year employees.
1. Evaluations will be conducted with reference to the duties and expectations of the employee's job.
 2. Formal written evaluations should include a summary of observations made known to the employee over the course of the year.
 3. Employees shall be provided with their job description and the evaluation tool/instrument and blank forms that may be utilized in the evaluation process.
 - a. Current employees – The Board agrees to make available copies of these materials in an employee portal within 10 days of ratification and when changes are made to the forms. Upon request by an employee, a written copy of these materials will be made available.
 - b. New employees – The Board agrees to make available copies of these materials at the time of hire and when changes are made to the forms.
 - c. Association President – The Board agrees to provide a digital copy of these materials to the Association President within 10 days of ratification and when changes are made to the forms.
 4. The evaluation instrument will be reviewed on a similar timeline as job descriptions.
 5. When an evaluation instrument is modified, an ad hoc committee consisting of representatives of the administration and representatives of the OEA will be formed for OEA input and feedback. Any changes will be subject to Board approval.
- B. All formal observations of the work of an employee shall be conducted openly and with full knowledge of the employee. Monitoring and informal observations on an employee shall happen on an ongoing basis.
- C. Employees shall have the right to a conference with their evaluator to discuss the evaluation.
1. The employee shall have the right to have an OEA representative present during this conference. Every effort will be made to coordinate meetings with all parties involved. The OEA representative shall remain silent during such meetings.
 2. An employee shall be given a copy of any evaluation report prepared by the employee's evaluator.
 3. No evaluation shall be placed in the employee's file or otherwise acted upon unless the employee has received a copy.
- D. The employee shall have the right to submit a written response to the evaluation-within ten (10) days of the date the employee received the evaluation, which shall be attached to the evaluation and placed in the employee's personnel file.

ARTICLE 13 – HEALTH AND SAFETY

- A. The Board and the ESP Unit jointly recognize the need to provide a healthy and safe school environment for employees and students and agree to work collaboratively toward that goal.
- B. The Board acknowledges that at times, working with students can put employees in harm's way.
 - 1. To this end, the school will be responsible for the replacement or repair of personal effects (i.e. clothing, glasses, or other items that are regularly worn or carried) that may become damaged because of the nature of the employee's work.
 - 2. The maximum financial liability of the Board under this section shall be five hundred dollars (\$500) per ESP Unit employee, per fiscal year.
- C. When an employee is required to work under conditions, which the employee believes, pose a hazard to the employee's health and /or safety; the employee shall call said condition(s) to the attention of the employee's immediate supervisor. The supervisor shall investigate the condition(s) reported as hazardous. If no hazardous conditions are found to exist, the employee shall be so informed in writing. The supervisor in question shall document reasons for the decision.
- D. The Board shall provide each department with the necessary work-related items such as: aprons, hairnets, hats, gloves, etc.
 - 1. Each food service employee is responsible for the laundering of the employee's aprons.
 - 2. Annually, custodians and food service employees shall be reimbursed up to two hundred dollars (\$200.00) for the purpose of purchasing health/safety apparel approved by their supervisor for school related work.
- E. No employee shall be required to administer or dispense any medication to a student or perform any medical procedure (beyond any brief, orally administered medication) upon a student.
 - 1. If willing, employees may dispense medication or perform medical procedures with advanced written permission from the student's parent or legal guardian and with annual instruction/training from the school nurse.
 - 2. Employees administering/dispensing medication or performing any medical procedures shall be compensated one (1) hour pay for that day.
 - 3. The Board shall indemnify and hold harmless the employee against any claims resulting from the proper administration of such medication or the performance of such medical procedure.
- F. The Safety Committee will include an Association representative from each school.
 - 1. This committee will meet quarterly to review and address safety concerns and issues and make recommendations to the Superintendent on safety matters.

2. Safety Committee minutes will be posted electronically and on building communication boards.
- G. The School Nurse is responsible for notification of health issues and training for employees relating to First Aid, CPR, Defibrillator, Hepatitis B, etc. This information shall be available at each school office.
 - H. Employees who require medical attention due to a workplace injury will be encouraged to use the district's preferred medical provider. Employees who choose to use their own provider may incur costs consistent with their plan.

ARTICLE 14 – EMPLOYEE ASSISTANCE PROGRAM

- A. The Board recognizes that chemical substance dependency, including alcoholism and drug illness, and personal and/or emotional problems, including family and/or marital difficulties, may adversely effect job performance. The Board will be supportive of any employee who seeks assistance or who is asked to seek assistance by the Board for such a problem. Employees may access information through the RSU 26 Superintendent's Office and the school's staff room bulletin board.

- B. The EAP (defined as a professional short-term counseling service, offered to employees which includes assessment, information, outside referral and monitoring) will be conducted by a professional qualified contractor. The financial obligation of the Board shall not exceed five hundred dollars (\$500.00) for the individual use of each employee per year. Under no circumstances will the Board be obligated to pay for services already payable under available insurance coverage.

- C. It is understood that information exchanges between the employee and the professional contractor will be kept confidential between the two, unless the employee chooses to release this information. No documentation pertaining to an employee's enrollment in the EAP will be placed in the employee's personnel file.

ARTICLE 15 – WAGES

- A. Initial placement and step progression shall be in keeping with the wage schedule as specified in Appendix A: Wage Locator, 2021-2024
1. New hires shall be granted year-for-year credit for initial placement on the wage schedule of equivalent experience outside or previously within the RSU. Employees who have served continuously in a temporary position for greater than six (6) months within the RSU in the same classification shall receive credit towards placement on the wage scale.
 2. The granting of such credit shall not result in higher placement on the seniority list than current employees with equal or greater experience in the RSU.
- B. Full time custodians shall be assigned by the administration as either a day custodian or an evening custodian during the months of September through June.
1. If appointed by the administration, a Head Custodian shall be paid one dollar seventy-five cents (\$1.75) in addition to their regular rate of pay.
 2. Custodians shall be paid fifty cents (\$0.50) an hour in addition to their regular rate of pay for all time worked after 3:00 PM and prior to the beginning of the day shift the following day.
 3. During July and August, all custodians shall be paid at the Day Custodian Rate.
 4. Custodians assigned to work during July and August after 3:00 PM shall be paid fifty cents (\$0.50) an hour in addition to their regular rate of pay.
 5. All vacation rates for all employees shall be paid at the Day Hourly Rate.
- C. Employees who are offered the opportunity to work extra hours as a substitute in the same job classification category, even if they are filling in for another employee, will be paid their regular rate of pay (or their time and one-half rate for any hours that qualify) for all the hours they work, including the additional hours.
- D. Educational Technicians should not be used as bus monitors, in the event that a student is identified with a need that requires transportation support Educational Technicians may be required to ride the bus with that student.
1. Educational Technicians shall be paid two dollars (\$2.00) an hour in addition to their regular rate of pay for time while riding a school bus before and/or after school.
 2. In the event an Educational Technician actually works more than forty (40) hours in one week, they shall be paid time and one half their straight time rate of pay for hours worked over forty (40).
- E. The employees who coordinate the reauthorization system for Education Technicians shall receive two hundred fifty dollars (\$250.00).
- F. Classification and wage exceptions may be made by the Superintendent, if in the Superintendent's judgment, the employee's length of service, positive evaluations, and other extenuating circumstances warrant such consideration through negotiations.

G. School year employees who work regularly scheduled hours for the school year shall be paid either as earned or twenty-six (26) equal installments. The amount to be averaged shall be based on the employee's anticipated school year pay. By selecting a pay averaging option, the member is voluntarily selecting to have compensation deferred over a period longer than the duty period.

1. Employees shall make their election at the start of the school year (or upon hire) and may not change their election for the duration of the work year.

2. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred.

3. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year.

4. If, because of mid-year termination or separation, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last pay check.

5. If the employee receives less than the employee's paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last pay check.

ARTICLE 16 – FRINGE BENEFITS

A. Health Insurance

1. Full year employees

- a. Full year, full time employees (52 week, 40 hours per week) shall be eligible for single or dependent coverage under the MEA Benefits Trust Choice Plus Plan or the MEA Benefits Trust Standard 500 Plan with a percentage of the premium cost paid by the Board.
- b. Additionally, the Board agrees to cover registered domestic partners as dependents under either Plan provided the employee / domestic partner submits an Anthem Affidavit of Domestic Partner Coverage confirming their current status as domestic partners. Employees shall be responsible for the balance of the cost of the premium.
- c. For full year employees who select MEA STANDARD PLAN coverage, the Board contribution shall equal the applicable percentage of the Board's cost of the single subscriber MEA CHOICE PLUS PLAN. The employee shall pay the remaining balance of the premium.

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2021/2022</u>	
Choice Plus	Board Share: Single – 96.5%;	Dependent – 89.5%
	Employee share: Single – 3.5%;	Dependent – 10.5%
Standard 500	Board Share: Single – 100%;	Dependent – 90%
	Employee share: Single – 0%;	Dependent – 10%

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2022/2023</u>	
Choice Plus	Board Share: Single – 96%;	Dependent – 89%
	Employee share: Single – 4%;	Dependent – 11%
Standard 500	Board Share: Single – 100%;	Dependent – 90%
	Employee share: Single – 0%;	Dependent – 10%

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2023/2024</u>	
Choice Plus	Board Share: Single – 95.5%;	Dependent – 88.5%
	Employee share: Single – 4.5%;	Dependent – 11.5%
Standard 500	Board Share: Single – 100%;	Dependent – 10%
	Employee share: Single – 0%;	Dependent – 10%

- b. Cash in Lieu of Benefits:
 - i. ESP Unit employees who choose not to enroll in any MEA Benefit Trust health coverage will receive cash in lieu of this benefit in the amount of \$4,000.00 for employees hired after the effective date of this Agreement provided during open enrollment for that year the employee signs and returns to the RSU a signed statement, in a form as may be designated by the RSU, attesting that the employee will have minimum essential health insurance coverage under another employer's group health plan (such as the teacher's spouse) and all other individuals for who the employee reasonably expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year ("tax family"). The payment will be treated as wages subject to applicable tax withholdings. Employees currently receiving this cash in lieu benefit will be able to maintain the current level of the benefit (\$5,500) until they no longer qualify for the benefit or the parties agree to modify the benefit.
 - ii. Notwithstanding the forgoing, the RSU reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer's group health plan, in order for an employee to be eligible for cash in lieu.
 - iii. Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for new cash in lieu payment.
 - iv. The employee may only elect this option during the same enrollment guidelines offered for health insurance.
 - v. The ESP Unit employee may choose to receive this benefit biweekly or as a lump sum at the end of the contract year.
- c. The RSU will not pay duplicate coverage for health insurance benefits for any employee(s) under this contract.

2. School Year Employees

- a. School year employees shall be eligible for single or dependent coverage under the MEA Benefits Trust Choice Plus Plan or the MEA Benefits Trust Standard 500 Plan with a percentage of the premium cost paid by the Board.
- b. Additionally, the Board agrees to cover registered domestic partners as dependents under either Plan provided the employee / domestic partner submits an Anthem Affidavit of Domestic Partner Coverage confirming their current status as domestic partners. Employees shall be responsible for the balance of the cost of the premium.
- c. For school-year employees who select MEA STANDARD PLAN coverage, the Board contribution shall equal the applicable percentage of the Board's cost of the single subscriber MEA CHOICE PLUS PLAN. The employee shall pay the remaining balance of the premium.

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2021/22</u>	
Choice Plus	Board Share: Single – 96.5%; Employee share: Single – 3.5%;	Dependent – 96.5% of Choice Plus single Dependent – Balance of cost
Standard 500	Board Share: Single – 100%; Employee share: Single – 0%;	Dependent – 100% of Standard 500 single Dependent – Balance of cost

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2022/23</u>	
Choice Plus	Board Share: Single – 96%; Employee share: Single – 4%;	Dependent – 96% of Choice Plus single Dependent – Balance of cost
Standard 500	Board Share: Single – 100%; Employee share: Single – 0%;	Dependent – 100% of Standard 500 single Dependent – Balance of cost

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2023/24</u>	
Choice Plus	Board Share: Single – 95.5%; Employee share: Single – 4.5%;	Dependent – 95.5% of Choice Plus single Dependent – Balance of cost
Standard 500	Board Share: Single – 100%; Employee share: Single – 0%;	Dependent – 100% of Standard 500 single Dependent – Balance of cost

- b. Cash in Lieu of Benefits:
 - i. ESP Unit employees who choose not to enroll in any MEA Benefit Trust health coverage will receive cash in lieu of this benefit in the amount of \$4,000.00 for employees hired after the effective date of this Agreement provided during open enrollment for that year the employee signs and returns to the RSU a signed statement, in a form as may be designated by the RSU, attesting that the employee will have minimum essential health insurance coverage under another employer's group health plan (such as the teacher's spouse) and all other individuals for who the employee reasonably expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year ("tax family"). The payment will be treated as wages subject to applicable tax withholdings. Employees currently receiving this cash in lieu benefit will be able to maintain the current level of the benefit (\$5,500) until they no longer qualify for the benefit or the parties agree to modify the benefit.
 - ii. Notwithstanding the forgoing, the RSU reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer's group health plan, in order for an employee to be eligible for cash in lieu.
 - iii. Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for new cash in lieu payment.
 - iv. The employee may only elect this option during the same enrollment guidelines offered for health insurance.
 - v. The ESP Unit employee may choose to receive this benefit biweekly or as a lump sum at the end of the contract year.
- c. The RSU will not pay duplicate coverage for health insurance benefits for any employee(s) under this contract.

B. Dental Insurance

- 1. The Board shall pay 100% single coverage for Delta Dental Plan 5 including coverage D (adult coverage) for hourly employees hired prior to June 14, 2012.
- 2. Additionally, ESP Unit employees who may not have initially enrolled in coverage but who were hired prior to June 14, 2012 and have remained continuously employed in RSU 26 may enroll at this rate.
- 3. ESP Unit employees will have the choice of enrolling in single coverage at no cost as long as they remain continuously employed by RSU 26.
- 4. Any hourly employee hired after June 14, 2012 may choose to enroll in single coverage at 40% of the single coverage cost.

5. Dependent Coverage

- a. Any eligible ESP Unit employee may select dependent coverage and the additional cost can be paid by the ESP Unit employee on a pre-tax basis (pursuant to Section 125 of the Internal Revenue Code).

C. Tuition Agreements for Employees' Children

For informational purposes only, employees residing outside of Orono may apply to have their child(ren) attend RSU 26 schools. See Board Policy JFAB. As the Board's decision must consider a variety of factors related to the welfare of students, the Board's final determination shall not be subject to the grievance procedure or arbitration. The Board will provide the Association with 10 calendar days' notice in the event it elects to change this policy.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

- A. In recognition of the importance of professional development for all employees, both the Board and the ESP Unit are committed to identifying staff development needs and providing a variety of professional development opportunities for all employees. In addition, the Board recognizes its obligation to provide appropriate orientation and training programs for all new employees and directs the Superintendent to implement such programs.
- B. Support for Professional Development
1. College or university courses taken for professional development will be supported as follows: tuition cost for approved courses taken for credit at the University of Maine will be reimbursed up to a maximum of six (6) graduate credit hours in a fiscal year.
 2. Tuition costs for approved college or university courses taken at an institution that charges a higher tuition than the University of Maine will be paid in an amount not to exceed six (6) credit hours at the University of Maine per graduate credit tuition rate in a fiscal year. For example, if an employee took approved courses at an accredited university that charged twice the University of Maine per graduate credit tuition rate, the employee could be reimbursed for a maximum of three (3) credit hours of approved study in a fiscal year.
 3. Unless requested by administration, ESP Unit employees may not apply for course reimbursement during their probationary period.
- C. Course Approval
1. Course approval must be received in advance of course registration, the form is Appendix F: RSU 26 Course Approval Form.
 2. Courses unrelated to the employee's current job, outside the field of education, or courses that will not benefit the RSU will not be approved.
 3. Every effort will be made to notify the Superintendent of intent to take courses prior to March 1st.
 - a. The ESP Unit will provide the Superintendent's Office the dates of re-authorization for each member so that a budget matrix can be established for the purposes of spreading the financial commitment as evenly as possible over the duration of this contract.
 - b. The Board's budget for professional development shall be the maximum amount that may be awarded under this Article.
 - c. In the event that the costs associated with employees' requests would exceed the budgeted amount, the administration will make an effort to direct the funds to those employees with the highest need (i.e. those employees requiring courses to meet state certification guidelines).
 - d. Employees who are not permitted to take courses due to a lack of available funding may reapply to take the course in the next school year.

D. Payment for Courses

1. Upon successful completion of an approved course, the employee must submit documentation of that fact to the Superintendent of Schools or designee before payment/reimbursement may be made, see Appendix F: RSU 26 Course Approval Form.
 2. In the event the cost per credit hour is less than the University of Maine rate, the actual credit cost shall be reimbursed.
 3. In the event the cost per credit hour is more than the University of Maine graduate credit hour rate, an amount not to exceed six (6) credit hours at the University of Maine rate shall be reimbursed.
 4. Courses relating to a degree in another career outside the field of education, or current job classification, will not be reimbursed.
 5. Upon successful completion of an approved course, an employee shall be reimbursed up to four hundred dollars (\$400.00) for textbooks, materials and fees.
 6. As an alternative to the regular reimbursement procedure, the RSU shall provide any employee who complies with the above approval procedures for course reimbursement the option of receiving a direct payment to any accredited college or university. The Superintendent or designee shall make arrangements at the employee's request with any accredited college or university for a direct payment, provided a direct payment option is available. This direct payment option will be applied in a manner consistent with all other sections of this article.
 7. In the event that any employee who has used this direct payment option fails to successfully complete the course(s) or to provide written verification of successful completion within sixty (60) days from the ending date of the course, the employee shall reimburse the RSU the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent or designee, any reimbursement owed to the RSU by the employee shall be made by payroll deductions in ten (10) consecutive payments. Full payment may be made to the Superintendent's office at any time.
 8. Should the employee cease employment with the RSU prior to completion of the course, the cost of the course shall be reimbursed in full by the employee.
 9. The employee must sign the payroll deduction form regarding this direct payment option prior to the implementation by the Superintendent or designee.
- E. Workshops, Seminars, Conferences: The Board agrees to pay all reasonable expenses incurred by employees, including newly hired employees, who attend workshops, seminars or conferences, which are approved in advance by the Superintendent or designee.
- F. Re-Authorization Fees and CHRC Renewal Fees: The Board shall pay for re-authorization fees for Educational Technicians and shall pay for the CHRC renewals for all other ESP employees as required by the state.
- G. Educational Technicians shall be invited to and paid for Professional Development that is relevant to their position.

ARTICLE 18 – JOINT PROFESSIONAL DISCUSSION COMMITTEE

- A. The Association and the Board jointly recognize the value of positive community relations and the effect this can have on staff morale. Therefore, we agree to work together toward this mutual goal.
- B. A Joint Professional Discussion Committee (JPDC) shall be established and will meet quarterly. The quarterly dates will be included in the school calendar. In addition, the Joint Professional Discussion Committee will meet at the request of either party.
- C. The goal of this committee is to discuss matters of educational policy or other matters of concern. The Board and the Association both understand that any recommendation made by the Joint Professional Discussion Committee to the Board is advisory only.
- D. The JPDC shall be comprised of up to three (3) representatives of the Association, two (2) representatives of the Board, and the Superintendent and the Superintendent's designee(s). The parties expressly agree that up to three (3) representatives of the RSU 26 Teacher bargaining unit may attend such meetings as well. Any party may have additional representatives at particular meetings with the advance written agreement of the other parties.

ARTICLE 19 – TRAVEL AND USE OF PERSONAL VEHICLE

- A. Employees shall not be required to drive students to activities, which take place away from the school building. Employees may do so voluntarily with parental or guardian approval, and advance approval of the employee's principal (or designee). Employees shall be compensated at the rate of I.R.S. compensation per mile for the use of his/her automobile. Any participating employee must sign the designated attached form, indicating that the minimum liability limits have been met, see Appendix D: RSU 26 Transportation of Students Form.

- B. Employees may be hired, however, with a specific job requirement to transport students to activities, which take place away from the school building. The employee shall be compensated at the I.R.S. compensation per mile for the use of the employee's automobile. Employees must sign the designated form, available at the Superintendent's office, indicating that the minimum liability limits have been met, see Appendix D: RSU 26 Transportation of Students Form.

- C. Employees required by the RSU to attend workshops, seminars and conferences outside the RSU shall be compensated when completing a mileage reimbursement form for travel at the rate of I.R.S. compensation per mile for the use of the employee's automobile, see Appendix G: RSU 26 Reimbursement Form.

ARTICLE 20 – LEAVES

A. Sick Leave & Sick Leave Bank

1. Sick Leave

- a. Sick leave may be used for the purpose of personal or family illness, personal or family medical, dental or optical examinations or treatment (spouse/partner, child, parent, parent-in-law, relative living in the employee's household).
 - i. Sick leave will be first deducted from the fifteen (15) day "escrow" that each employee is entitled to for the year. After using these fifteen (15) days sick leave will then be deducted from the accumulated amount.
 - ii. Employees will make every effort to schedule non-emergency appointments outside of their workday.
- b. For personal illness or Board of Health Quarantine, eighteen (18) days of leave without loss of pay shall be allowed each year for each full year employee and fifteen (15) days of leave without loss of pay shall be allowed for each school year employee.
- c. Sick days shall be credited to full year employees on July 1st and to school year employees at the start of school.
 - i. New employees shall be awarded sick leave days after the first thirty (30) days of employment retroactive to day one (1) after thirty (30) days.
 - ii. Full time employees who fail to complete an employment year of service shall have their sick leave pro-rated. In such cases, the cost of any sick leave taken in excess of the pro-rated amount earned shall be reimbursed to the Board.
 - iii. Administration reserves the right to request a doctor's note after three (3) consecutive days of absence, or if the employee requests more than three (3) days of paid leave. The administration also reserves the right to have a discussion about the validity of an absence to verify the appropriate use of sick leave when the absence occurs on the day before or after a holiday weekend, or if the Superintendent believes that the employee's absence fits within a pattern of absences or otherwise raises a concern. It is expressly understood that abuse of sick leave will be investigated and may subject an employee to discipline.
 - iv. Unused sick days shall be accumulated from year to year with a maximum limit of one hundred fifty (150) sick days. Those ESP Unit employees who have accumulated more than one hundred fifty (150) sick days at the conception of this contract can utilize the days already obtained, but cannot add newly acquired sick days beyond the one hundred fifty (150) sick day limit.

- e. Part time personnel shall receive one (1) sick day per each month worked, cumulative to a maximum of sixty (60) days.
2. Maternity/Paternity/Adoption Leave (birthing or non-birthing)
- a. An employee of RSU 26 who has been employed for a period of one (1) year shall be entitled to up to twelve (12) work weeks of unpaid medical maternity/paternity leave in any twelve (12) month period. Any accumulated sick days can be used as paid leave during these twelve (12) weeks. Beyond the twelve (12) weeks, a doctor's note must be given to use sick days as paid leave.
 - b. The amount of time required prior to childbirth and the amount of recovery needed after will be the exclusive professional decision of the mother's doctor.
 - c. It is understood that any disability or illness related to pregnancy or childbirth incurred by an employee shall be treated as any other physical disability or illness.
 - d. The leave may become effective three (3) months prior to the anticipated day of birth, with arrangements made between the employee and the Superintendent on the date of the employee resuming duties.
 - e. The leave granted shall not exceed one (1) year.
3. Sick Leave Incentive
School Year/Full Year employees shall receive two hundred fifty dollars (\$250) annually if they use three (3) or less sick leave days per year.
4. Sick Leave Bank
Forms are located in Appendix B: Association Sick Bank Application Form & Appendix C: Association Sick Leave Bank Certification Form.
- a. Purpose / Standard for Access
 - i. The Board and the Association agree that there will be a sick leave bank.
 - ii. This bank is a reserve of days for any ESP Unit employee in need of sick days exceeding their accumulation of sick leave and shall be used for the purpose of personal or family catastrophic illness.
 - iii. For purposes of this article, the term “family” shall mean spouse/partner, child, parent, parent-in-law, relative living in the employee’s household.
 - b. Required Enrollment / Contributions to the Sick Bank / Maximum Size of Sick Bank:
 - i. Except as set forth below in subpart 3 of this section, all ESP Unit employees shall be required to donate one (1) sick day in September of each year.

- ii. Any newly hired employee will be assessed one (1) sick leave day from that employee's sick leave on the date of hire and will then become a member of the sick leave bank.
 - c. Unused sick leave bank days shall continue from year to year to a maximum of one hundred-eighty (180) days.
 - d. The parties agree that every ESP Unit employee shall be required to donate one (1) sick leave day to the sick bank every year in September, except as follows: When the 180 day cap has been reached, newly hired employees will remain obligated to donate one (1) sick leave day to the sick bank for initial enrollment purposes. However, all other employees will not be required to donate one of their unused sick days to the sick leave bank.
3. Sick Bank Committee / Decisions of the Committee Sick Bank Committee
- a. The sick leave bank shall be governed by a four (4) person committee comprised of an Association executive, the Superintendent, a designee of the Superintendent, and an ESP Unit employee.
 - b. Decisions by this four (4)-person committee will be based on documented need and days will only be awarded to an applicant if the committee unanimously determines that the request is meritorious and that the above standard for accessing the sick bank has been met.
 - c. The decision of the committee shall be final and will not serve as a basis for a grievance.
4. Sick Bank: Number of Days
- The following limitations shall apply concerning the ability of ESP Unit employees to draw days from the sick bank.
- a. Personal use of sick bank days.
 - i. Eligible employees may be awarded up to 30 sick bank days per school year for personal use.
 - ii. If an employee has been awarded 30 days and wishes to draw additional sick bank days, then they must submit a new application form with updated medical information substantiating the need for additional sick bank days.
 - iii. The committee will consider such requests in accordance with section 3 above and may award up to 30 additional sick bank days to qualified employees.
 - b. Use of sick bank days to care for a family member.
 - i. Eligible employees may be awarded up to a maximum of thirty (30) sick bank days per school year to care for a member of the employee's family (as defined above).
 - ii. ESP Unit employees may not request more than thirty (30) days for this purpose.

c. Annual cap.

In no event shall an individual employee be permitted to draw more than sixty (60) days from the sick bank in any given school year.

5. Restrictions on Usage of Sick Bank Days

The following restrictions apply to employee's usage of sick bank days pursuant to this Article.

- a. ESP Unit employees wishing to access the sick bank must submit an application form, including a doctor's statement substantiating that they have (or a family member has) a catastrophic illness in order to establish that they are eligible to draw days from the sick bank. Forms to initiate a request from the sick leave bank are attached to this contract and are available in the central office.
- b. ESP Unit employees may not draw from the sick bank until they have exhausted all of their accumulated paid leave (sick, personal, etc.)
- c. ESP Unit employees may not draw sick bank days for elective surgeries or hospitalizations if such procedures could have been scheduled during a vacation period.
- d. ESP Unit employees may not draw sick bank days for injuries that are work-related and for which they are receiving workers' compensation benefits.
- e. An employee requesting sick bank days to care for a family member shall be required to submit (a) a doctor's statement that the family member is suffering from a catastrophic illness and (b) convincing evidence that the employee is in fact needed to care for the family member.
- f. In the event that an employee's request for sick bank days is granted, either in whole or in part, and the employee is subsequently deemed eligible for a Maine Public Employee Retirement System's or Social Security's disability retirement and in fact receives a disability retirement, such employee shall be obligated to pay back to the school system the value of the number of sick bank days used after the effective date of the disability retirement. The intent of this provision is to prevent employees from double dipping.

6. Miscellaneous

- a. *Sick Bank usage.* Data concerning the sick leave bank will be maintained by the administration and an annual report will be made available to all parties involved.
- b. *Sick Bank Confidentiality.* All application forms will be maintained by the Superintendent's office in a secure manner and in a separate medical file.
- c. Workers Compensation
 - i. Any employee receiving payments under the Workers' Compensation Act shall be eligible for compensation under Sick Leave only in an

amount so that Sick Leave compensation when added to workers' compensation benefits equals the employee's regular school department salary.

- ii. A daily deduction in the employee's accumulated Sick Leave will be made in the same proportion as compensation from Sick Leave granted. For example, an employee being paid ten percent (10%) of their daily rate of pay from Sick Leave compensation will have one-tenth (1/10) of a day deducted from accumulated Sick Leave for each day of such compensation.
 - iii. If the employee is eligible for disability retirement or regular retirement under Maine PERS at the time of severance, they shall be entitled to the severance provisions contained in Section B of this article.
- d. Absence for a fraction or a part of day that is chargeable to Sick Leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day.
- e. Sick Leave Upon Retirement, which is defined as that action of fact of leaving one's full-time job permanently.
- i. All employees with at least ten (10) years of employment, but less than twenty (20) years of employment with the schools comprising RSU 26 shall be reimbursed at their regular hourly rate of pay for unused sick leave up to one thousand three hundred dollars (\$1300.00).
 - ii. Employees with at least twenty (20) years, but less than thirty (30) years of employment with the schools comprising RSU 26 shall be reimbursed under this provision up to two thousand dollars (\$2000.00).
 - iii. Employees with thirty (30) or more years of employment with the schools comprising RSU 26 shall be reimbursed under this provision up to two thousand seven hundred dollars (\$2700.00).
- f. Sick Leave Upon Death of Employee. Upon the death of an employee all unused sick time shall be paid out at the hourly rate of that employee to that employee to be handled by that employee's estate.

B. Leave With Pay shall be as follows:

1. Family Illness Leave

- a. Illness of a member of the employee's immediate family if such illness requires the employee's presence.
- b. Immediate family means those relationships as defined in the Federal Family Medical Leave Act (spouse, child, parent, parent-in-law, relative living in the employee's household).
- c. Days used shall be deducted from unused Sick Leave.

- d. Additional days may be granted under unusual circumstances at the discretion of the Superintendent.
2. Bereavement Leave
 - a. Bereavement leave may be granted for death in the immediate household or a member of the family (parents, grandparents, brothers, sisters, spouse, children of household residents, whether in-law or step relationships).
 - b. Leave is not to exceed five (5) days in each instance.
 3. Funeral Leave
 - a. Funeral Leave may be granted for other relatives or very close friends.
 - b. Granted at the discretion of the Principal or designee.
 - c. Not to exceed two (2) days in each instance.
 - d. Additional days may be granted under unusual circumstances at the discretion of the Superintendent.
 4. Jury Duty
 - a. Employees selected for Jury Duty will be paid their regular salary less any compensation received for their services as jurors other than for mileage or room and board expenses incurred.
 - b. This leave is independent of any sick leave schedule.
 5. Professional Development Leave
 - a. May be granted at the discretion of the Principal and/or Superintendent.
 - b. See Article 17: Professional Development for more information.

C. Leave Without Pay shall be allowed as follows:

1. Federal Family Medical Leave Act (FMLA) - An employee may be eligible for additional leave under the FMLA subject to the following condition. An employee of RSU 26 who has been employed for a period of one (1) year or more and has worked one thousand two hundred fifty (1,250) hours in the past year (all full time employees are assumed to have met this requirement) shall be entitled to up to twelve (12) work weeks of unpaid medical leave in any twelve (12) month period beginning September 1: for the birth/adoption/foster placement of a child; or to care for a spouse / son / daughter / parent with a serious health condition; or employee is unable to work because of the employee's serious health condition. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical care facility;
 - b. Any period of incapacity requiring absence of more than three (3) calendar days from work that also involves continuing treatment by (or under the supervision of) a health care provider;

- c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.
- d. The Board shall continue to pay the employer's portion of health insurance for any employee who qualifies for FMLA. The Board will restore the employee to either the position held at the time of the leave or to a position with equivalent seniority, benefits and pay, except when a Reduction in Force results in the termination of the position. The twelve (12) week period of FMLA begins on the first day of absence described in this section and may include paid and/or unpaid leave as provided in this contract. Employees who are not eligible for leave under the FMLA may qualify for additional leave under the State Family Medical Leave Act.

D. Other Extended Leaves

1. Other extended leaves of absence may be granted by the Board under recommendation of the Superintendent.
2. Terms and conditions of such leave will be specified by the Board and will be consistent with the terms of this contract.

E. Leave for Military Duty

1. When an employee is called for service in the National Guard or other military service will be governed by the Uniformed Service Employment and Reemployment Act.
2. Employees who are members of the National Guard of the Reserves of the United States Armed Forces are entitled to take leave of absence from their respective duties and will be allowed to use accumulated sick days as well as personal leave to take part in mandatory training not to exceed seventeen (17) calendar days in any calendar year, provided that the employees have made a reasonable effort to perform their military training during the period when school is not in session. Additional days may be granted at the discretion of the Superintendent or designee, not to exceed twenty-five (25) days in total.
3. Those employees who have not accumulated seventeen (17) calendar days may apply in writing to the Superintendent or designee for an exemption. A calendar year runs from July 1st to June 30th for full year employees. School year employees follow the approved school calendar.

ARTICLE 21 – HOLIDAYS

- A. Full-Time, twelve (12) month employees will be granted twelve (12) paid holidays per year, providing the employee is scheduled to work on the last workday before and the first workday after the holiday as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples Day
Presidents Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

- B. Part-Time, twelve (12) month employees will be paid for the hours they would have worked on a holiday if they would regularly be scheduled to work that day, providing the employee is scheduled to work on the last workday before and the first workday after the holiday as above.
- C. Full-Time, twelve (12) month employees hired before September 11, 2014 shall be granted in addition to the twelve (12) paid holidays, their Birthday as a floating holiday.
- D. School-Year employees shall be granted eleven (11) paid holidays per year, providing the employee is scheduled to work on the last workday before and the first workday after the holiday as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples Day
Presidents Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
	Christmas Day

- E. An employee who is required to work on a paid holiday shall be paid at their regular hourly rate of pay for the actual hours worked as part of a normal workweek.

ARTICLE 22 – VACATIONS

- A. Vacation time can be used for any purpose (legal, household, recreation, unforeseen circumstances).
- B. Generally, vacation time will be scheduled with the approval of the employee's supervisor and such leave must be scheduled during established school breaks when students are not in session. The exception to this general rule is set forth in Section E below.
- C. Building principals or designee will meet with employees who receive vacation prior to each new school year in order to give all employees opportunities to plan vacation on a scheduled basis. This paragraph is designed to eliminate a first come, first serve system.
- D. Employees are required to take their vacation during the year it is awarded. There shall be no carryover of vacation days from one contract year into another. Notwithstanding the provisions of Article 5H, the maximum payment for earned but unused vacation time that may be paid to employees who separate employment shall be five (5) days.
- E. Notwithstanding the limitations in Section B, employees who have worked at least 120 days (from their hire date with RSU26) may use up to 40 hours of their available vacation leave each contract year at any time during their work year, subject to the following requirements:
 - 1. Employees may use up to 40 hours of available vacation in no less than one-hour increments.
 - 2. Employees seeking to use vacation days for any planned purposes (weddings/social events, recreational activities, travel, etc.) during periods when school is in session shall submit a written request for leave to the Superintendent / designee at least three (3) weeks in advance. Leave may be granted at the discretion of the Superintendent or designee if requested less than three (3) weeks in advance.
 - 3. Vacation leave for any planned purposes must be scheduled to prevent undue hardship to RSU 26 as determined by the Superintendent / designee, whose decision shall be final and not subject to the grievance procedure. Leave requests will be denied if the district cannot arrange adequate coverage without additional expense, or if the leave will disrupt the educational program.
 - 4. Vacation leave for any emergency or sudden necessity requires prompt notice (as much advance notice as possible).
- F. In the event the Legislature and / or the Maine Department of Labor determines that 26 MRS 637 exempts the district or determines that employees within this bargaining unit are not covered by that law, then the parties agree to revert to the vacation and personal leave language set forth in the 2020-2021 agreement except full-year employees in their first year of employment (who currently don't have any vacation time) will have 3 vacation days.

G. Amount of Leave - Full-Year Employees

1. Full-Year, twelve (12) month employees shall be granted paid vacations based on their percentage of a FTE as follows:

Years of Service Completed	Days
0-1	5
1– 2	8
3 – 5	13
6 – 12	18
13 +	23

2. The two (2) employees who have earned (5) weeks of vacation as of 01/01/2021 shall have 28 vacation days.

H. Amount of Leave - School-Year Employees

1. School-Year employees shall be granted paid vacation days based on their percentage of a FTE as follows: 5 days.

ARTICLE 23 – SUBCONTRACTING

- A. Nothing in this Agreement shall be interpreted as limiting the right of the Board to subcontract work or limit the right of the ESP Unit to bargain the impact of such a decision to subcontract work.

ARTICLE 24 – MISCELLANEOUS

- A. In the event that any provision of this Agreement is found to be in conflict with any law(s), such law(s) shall prevail and such provisions of the Agreement shall be considered invalid and void. Such invalidity shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect.
- B. Notice to Either Party. Whenever any notice is required to be given to either of the parties to this Agreement, such notice shall be given as follows:
 - 1. If by the ESP Unit, to the Board in care of the Superintendent.
 - 2. If by the Board, to the ESP Unit in care of the Association President.
- C. Retirement Change. A change in the retirement plan of any employee shall require the prior written approval of the employee except when such change is required by statute.
- D. The Board and the ESP Unit recognize their mutual responsibilities to comply with applicable statutes, ordinances, or regulations governing discrimination.
- E. When both parties are in agreement this document will be printed and distributed by the Board.

ARTICLE 25 – DURATION

- A. This Agreement shall be effective as of July 1, 2021 or the date of execution, whichever is later, and shall continue in effect until and including June 30, 2024, or until a succeeding Agreement is signed.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

July 1, 2021

For the RSU 26 Board of Directors

DocuSigned by:

 C604671GDAA1422...

Lead Negotiator, RSU 26

For the Orono Education Association

DocuSigned by:

 F759E5402C8742B...

Lead Negotiator, OEA

RSU 26 Board of Directors Members


Erin Ellis

Orono Education Association Members

Joseph Mason

Pamela Parsons

Gerry Martin

DocuSigned by:

 B9BA4AD2483E47F...

Brian McGill
RSU 26 Board of Directors, Chair

DocuSigned by:

 F759E5402C8742B...

Shana Stearns Goodall
Orono Education Association, President

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APPENDIX A – WAGE SCALES

2021-2022	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Off Scale
ED TECH I	12.50	12.88	13.12	13.38	13.63	13.76	14.01	14.28	14.55	14.83	14.98	15.26	15.54	15.69	15.99	16.29	3.00%
ED TECH II	13.75	13.93	14.19	14.32	14.61	14.88	15.01	15.29	15.45	15.74	15.90	16.12	16.43	16.74	17.06	17.33	3.50%
ED TECH III	14.50	15.03	15.24	15.32	15.62	15.77	16.07	16.22	16.38	16.68	16.85	17.16	17.41	17.75	18.07	18.51	4.50%
FOOD SERVICE	12.50	12.88	13.12	13.38	13.63	13.76	14.01	14.28	14.55	14.83	14.98	15.26	15.54	15.69	15.99	16.29	3.00%
ADMIN ASST I	13.80	14.11	14.38	14.65	14.92	15.08	15.36	15.65	15.95	16.25	16.48	16.79	17.11	17.44	17.78	18.10	3.50%
ADMIN ASST II	13.25	13.42	13.67	13.93	14.20	14.33	14.60	14.87	15.16	15.45	15.60	15.89	16.19	16.35	16.66	16.96	3.00%
CUSTODIAN	13.30	13.45	13.71	13.96	14.24	14.50	14.77	15.05	15.34	15.63	15.94	16.24	16.54	16.86	17.18	17.50	4.50%
COMPUTER TECH	21.40	21.90	22.32	22.74	23.18	23.61	24.06	24.51	24.99	25.46	25.95	26.44	26.93	27.45	27.97	28.50	3.00%
SPLA	15.59	15.90	16.20	16.52	16.83	17.15	17.47	17.80	18.15	18.49	18.84	19.20	19.56	19.93	20.31	20.70	3.00%
2022-2023	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Off Scale
ED TECH I	12.75	13.25	13.65	13.91	14.18	14.31	14.44	14.71	14.99	15.28	15.42	15.58	15.71	16.00	16.16	16.47	2.50%
ED TECH II	14.03	15.13	15.32	15.61	15.68	15.92	16.14	16.21	16.44	16.53	16.76	16.93	17.17	17.33	17.66	17.83	3.00%
ED TECH III	15.25	15.95	16.53	16.69	16.78	16.95	17.03	17.35	17.44	17.53	17.77	17.95	18.28	18.54	18.90	19.20	4.00%
FOOD SERVICE	12.75	13.25	13.65	13.91	14.18	14.31	14.44	14.71	14.99	15.28	15.42	15.58	15.87	16.00	16.16	16.47	2.50%
ADMIN ASST I	14.20	14.63	14.96	15.25	15.53	15.67	15.83	16.13	16.27	16.59	16.90	17.14	17.46	17.62	17.96	18.31	2.50%
ADMIN ASST II	13.52	14.05	14.22	14.49	14.76	14.91	15.05	15.32	15.61	15.92	16.06	16.22	16.53	16.68	16.84	17.15	2.50%
CUSTODIAN	13.60	14.10	14.26	14.53	14.80	15.09	15.34	15.62	15.91	16.22	16.53	16.85	17.17	17.49	17.83	18.17	4.00%
COMPUTER TECH	21.83	21.94	22.45	22.88	23.31	23.75	24.20	24.66	25.13	25.61	26.10	26.59	27.10	27.61	28.14	28.67	2.50%
SPLA	15.90	15.98	16.30	16.61	16.93	17.25	17.58	17.91	18.24	18.60	18.95	19.31	19.68	20.05	20.43	20.82	2.50%
2023-2024	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Off Scale
ED TECH I	13.00	13.52	14.05	14.47	14.74	14.89	15.03	15.16	15.44	15.74	15.89	16.04	16.20	16.19	16.48	16.64	2.00%
ED TECH II	14.30	15.01	16.03	16.24	16.47	16.55	16.64	16.87	16.94	17.18	17.23	17.27	17.44	17.68	17.85	18.19	3.00%
ED TECH III	16.00	16.78	17.55	18.02	18.19	18.29	18.39	18.48	18.57	18.66	18.76	18.83	19.03	19.19	19.47	19.84	4.00%
FOOD SERVICE	13.00	13.52	14.05	14.47	14.74	14.89	15.03	15.16	15.44	15.74	15.89	16.04	16.20	16.34	16.48	16.64	2.00%
ADMIN ASST I	14.50	15.05	15.51	15.85	16.16	16.30	16.45	16.62	16.94	17.08	17.25	17.58	17.82	17.99	18.15	18.50	2.00%
ADMIN ASST II	13.80	14.33	14.89	15.08	15.36	15.50	15.66	15.80	16.09	16.39	16.56	16.71	16.87	17.02	17.18	17.34	2.00%
CUSTODIAN	13.85	14.28	14.80	14.97	15.26	15.54	15.85	16.10	16.40	16.71	17.04	17.35	17.70	18.03	18.37	18.72	4.00%
COMPUTER TECH	22.25	22.26	22.37	22.89	23.34	23.78	24.23	24.68	25.16	25.63	26.12	26.62	27.13	27.64	28.16	28.70	2.00%
SPLA	16.20	16.22	16.30	16.63	16.94	17.27	17.60	17.93	18.26	18.61	18.97	19.33	19.70	20.07	20.45	20.84	2.00%

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APPENDIX B: ASSOCIATION SICK BANK APPLICATION FORM

Cover Sheet

RSU 26 ESP ASSOCIATION SICK BANK APPLICATION FORM INSTRUCTIONS

1. This application must be filled out in its entirety. Please print or type all information. Incomplete applications will be returned for further clarification and will delay possible use of sick bank days.
2. Please deliver the Certification of Health Care Provider form to your medical provider. After completing the form, your provider should return the form to you.
3. You may send the completed Certification of Health Care Provider directly to the Human Resources Director or you may attach it to your application. However, your application will not be processed until the Human Resources Director receives the Certification of Health Care Provider.
4. If you have any questions regarding your application or status please contact the Superintendent's Office at (207) 866-7110.

**RSU 26 ESP ASSOCIATION SICK BANK
APPLICATION FORM**

PLEASE TYPE OR PRINT ALL INFORMATION

INTRODUCTION

The sick leave bank is designed to provide income protection for eligible ESP unit employees who have exhausted their personal and sick leave, and who have an absence due to a personal or family catastrophic illness that prohibits them from performing their job or an alternative work assignment (if available).

Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

SECTION I: CONTACT INFORMATION

Employee Name: _____

Address: _____

Phone Number: _____

SECTION II: REASON FOR REQUEST TO WITHDRAW DAYS FROM SICK BANK

Number of days requesting from the Sick Leave Bank: _____

Reason for requesting Sick Bank days: (check one)

Catastrophic illness of employee*

Catastrophic illness of employee's parent, spouse, child, sibling*

*Physician's certification must be submitted in both cases. To request sick bank days for the catastrophic illness of a family member, the employee must also provide convincing evidence that the employee is in fact needed to care for the family member (see Section III below).

In your own words, describe the nature of your illness (or the illness of your "family member"):

Date you were last actively at work: _____

Date you are expected to return to work: _____

Date illness/injury occurred: _____

Is this injury / illness work related? Yes No

**RSU 26 ESP ASSOCIATION SICK BANK
APPLICATION FORM**

SECTION 3: NEED TO CARE FOR A FAMILY MEMBER

Please explain why you need leave to care for your family member (i.e., why another individual cannot provide the necessary comfort or care):

Please attach supporting evidence or documentation, if appropriate.

SECTION 4: MEDICAL PROVIDER INFORMATION

Name of attending physician(s): _____

Date physician **first** consulted for this illness: _____

Date physician **last** consulted for this illness: _____

Did illness/injury require an inpatient hospital stay? Yes No

If yes, please list the dates of your hospital stay and what medical facility you / your family members were treated in:

Dates: _____

Name of Facility: _____

SECTION 5: DISABILITY RETIREMENT

I acknowledge that in the event that this request is granted, either in whole or in part, and I am subsequently deemed eligible for a Maine Public Employee Retirement System’s or Social Security’s disability retirement and in fact receive a disability retirement, that I am obligated to pay back to the school system the value of the number of Sick Bank days used after the effective date of the disability retirement.

Yes No

SECTION 6: LIMITED AUTHORIZATION TO RELEASE INFORMATION

By signing this form, I hereby authorize the release of this form, the accompanying doctor’s certificate, and the other materials I have enclosed with this sick bank application to the designated members of the Sick Bank Committee. I also understand that a copy of these materials will be maintained by the central office in a confidential medical file.

**RSU 26 ESP ASSOCIATION SICK BANK
APPLICATION FORM**

SECTION 7: EMPLOYEE'S CERTIFICATION

I certify that all of the statements made by me in this application for paid benefits by my publicly funded employer are true and complete to the best of my knowledge and belief and that such statements have been honestly presented. I understand that providing any false or misleading information on this application shall be fully sufficient grounds to refuse to grant sick bank days to me, or, if such days have already been provided to me, to discipline me in accordance with the collective bargaining agreement and/or Maine law.

Signature: _____

Print Name: _____

Date: _____

APPENDIX C: ASSOCIATION SICK LEAVE BANK CERTIFICATION FORM

Page 1 of 3

CERTIFICATION OF HEALTH CARE PROVIDER FOR CATASTROPHIC ILLNESS

(This form should be used only if there is not a current FMLA/FML medical certification on file covering the request for sick leave bank.)

A. FOR COMPLETION BY PRINCIPAL

Employee's name: _____

Employee's job title: _____

List employee's essential job functions (or attach job description):

B. INSTRUCTIONS TO THE EMPLOYEE

You must give this form to your health care provider to complete so that you can return it to the Human Resources Director prior to accessing the sick leave bank. It is preferable for you to return the form yourself.

C. INSTRUCTIONS TO THE HEALTH CARE PROVIDER

The above-named employee has requested leave from a sick leave bank for a "personal or family Catastrophic Illness" which they anticipate will result in a long-term absence from work. The term "family" means the employee's spouse, parent, child, or sibling. Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience and examination of the patient. Please be as specific as you can and limit your responses to the condition for which the employee is seeking sick leave bank coverage.

Please be sure to sign and date the form. Thank you.

Provider's name: _____

Provider's business address: _____

Type of practice/medical specialty: _____

Telephone: () _____ Fax: () _____

CERTIFICATION OF HEALTH CARE PROVIDER FOR CATASTROPHIC ILLNESS

PART 1: MEDICAL FACTS

1. Approximate date condition commenced: _____
2. Probable duration of condition: _____
3. Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility? No Yes.
If so, dates of admission and discharge: _____
4. a. Date(s) you treated the patient for condition: _____

b. How often will the patient need to have treatment visits due to the condition?

5. Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? No Yes.
If so, state the nature of such treatment(s) and expected duration of treatment(s):

6. If the illness is personal to the employee, is the employee unable to perform any of his/her job functions due to the condition: No Yes
If so, identify the job functions the employee is unable to perform:

7. If the employee seeks leave to care for the catastrophic illness of a parent, spouse, child, or sibling, is the employee needed to care for the family member:
 No Yes Unknown

If so, explain why other individuals are not able to care for or comfort the family member:

8. Describe other medical facts, if any, relevant to the condition for which the employee seeks to access the sick leave bank (such medical facts could include symptoms, diagnosis, or any regimen of continued treatment): _____

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APPENDIX D: RSU 26 TRANSPORTATION OF STUDENTS FORM

RSU 26 TRANSPORTATION OF STUDENTS FORM

As a person who may be asked to transport RSU 26 pupils in your own vehicle you are required to comply with certain insurance liability requirements.

- For damage to property, \$25,000
- For injury to or death of any one person, \$100,000
- For one accident resulting in injury to or death of more than one person, \$300,000
- For medical payments, \$1,000 per person

NOTE: This is the same insurance minimum as required of any vehicle owner in the State of Maine.

ASSURANCE:

I hereby certify that I am a licensed driver and that I hold the insurance noted above.

Employee Name (print)

Signature of Employee

Date

RETURN THIS FORM TO THE SUPERINTENDENT'S OFFICE.

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APPENDIX E: GRIEVANCE FORM

Date of Filing: _____

1. Aggrieved Person: _____

2. Position: _____

3. Contract Provision(s) Alleged Violated: _____

4. Time, Date, Place of Occurrence: _____

5. Statement of the Grievance:

(include events and conditions of the grievance and persons responsible)

6. Redress Sought:

Signature of Aggrieved Person

Date

7. Response:

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APPENDIX F: COURSE APPROVAL FORM

RSU 26 COURSE APPROVAL
Return to the Superintendent's Office.

NAME: _____ **DATE:** _____

SOCIAL SECURITY #: _____

SCHOOL: _____ **POSITION:** _____ **SUBJECT:** _____

Listed below is/are the course(s) that I plan to take this semester _____ at the following accredited college _____.

I **am** enrolled in a degree-granting program: _____

I am **not** enrolled in a degree-granting program.

Course Name	Course ID	Course Type	# Credit Hours	Tuition Cost

The following course types are to be excluded by taxable income:

- A.** Undergraduate course
- B.** Graduate level course required by the Board
- C.** Graduate level course used for recertification
- D.** Graduate level course as part of Board required advanced degree
- E.** Graduate level course necessary to maintain and/or improve skills in current job

Reimbursement for the following course type is subject to withholding and must be included in the employees wages:

- F.** Graduate level course leading to an advanced degree that is not required to maintain the current position

I understand that with approval the University of Maine System will bill RSU 26 upon completion of any courses taken there (third-party billing).

I understand that it may be possible to arrange for third-party billing for other institutions as well.

I understand credits taken at institutions that do not accept third-party billing will be reimbursed in accordance with the CBA when I present a transcript or grade report showing successful completion of the course(s) and a receipt showing tuition cost.

I understand all tuition payments are paid provided I am in the employ of RSU 26 at the time of billing or subsequent reimbursement.

I understand that reimbursement for courses that lead to an advanced degree that is not required to maintain my current position is fully taxable.

EMPLOYEE SIGNATURE: _____

(FOR OFFICE USE ONLY)

Approved Disapproved Superintendent of Schools _____

Grade received _____ Receipt received _____

Account # _____ Date Paid _____

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APPENDIX G: RSU 26 REIMBURSEMENT FORM

RSU 26 REIMBURSEMENT FORM

DATE: _____

NAME: _____

SCHOOL _____

POSITION: _____

TOTAL AMOUNT: _____

Receipts Must Be Attached

Date of Receipts: _____

Submit within a month of date of request

REIMBURSEMENT IS NEEDED FOR: _____

BOOKS/FEES/MATERIALS AND TUITION: _____

MILEAGE: _____

FOOD/LODGING: _____

SUPPLIES/OTHER: _____

P.O. NUMBER (IF APPLICABLE): _____

DESCRIPTION OF REQUEST: _____

EMPLOYEE SIGNATURE

DATE

Principal's Signature

Account Number

RETURN THIS FORM TO THE SUPERINTENDENT'S OFFICE.

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APPENDIX H: ESP EVALUATION FORMS

EDUCATIONAL SUPPORT PROFESSIONAL EVALUATION FORM

_____ SCHOOL YEAR

EMPLOYEE NAME: _____

JOB TITLE: _____

NUMBER OF YEARS IN THIS POSITION: _____

The purpose of this evaluation is to recognize outstanding performance, assist in identifying those areas where improvement may be sought and provide a means for pursuing excellence for all educational functions in our schools. All evaluations will be conducted and this form completed by the employee’s immediate supervisor.

Comments are required when need for improvement (N) or unsatisfactory performance (U) is noted. Additional comments by both the employee and his/her immediate supervisor are strongly recommended and encouraged.

E = Excellent **S** = Satisfactory **N** = Needs Improvement **U** = Unsatisfactory
N/A = Not Applicable

Note: This evaluation is completed with input from others such as administrators, co-workers, and staff.

WORK HABITS	E	S	N	U	N/A
Uses time efficiently					
Exhibits good judgment					
Predicts & avoids potential problems					
Organizes work efficiently					
Follows prescribed work procedures					
Demonstrates openness to new ideas					
Maintains poise & composure in difficult situations					
Asks for time off only with justification					
Demonstrates punctuality					
Uses safe work practices					
Maintains confidentiality					
Demonstrates ability to prioritize					
Care & use of equipment					
Work Habits Comments:					

EDUCATIONAL SUPPORT PROFESSIONAL EVALUATION FORM

QUALITY OF WORK:	E	S	N	U	N/A
Job qualifications are met					
Work is accurate and on time					
Products finished in neat and concise manner					
Tasks are thorough and complete					
Problem solving skills are evident					
Quality of Work Comments:					
ATTITUDE:	E	S	N	U	N/A
Shows interest in work					
Operates in a courteous & tactful manner					
Shows resourcefulness in accomplishing work					
Abides by work rules & regulations					
Accepts constructive criticism					
Demonstrates flexibility & cooperation					
Offers assistance to others					
Exhibits patience & respect for others					
Shows creativity & innovation					
Attitude Comments:					
RELATIONSHIPS WITH PEOPLE:	E	S	N	U	N/A
Works well with others					
Public relations					
Student relations					
General appearance					
Relationships with People Comments:					

EDUCATIONAL SUPPORT PROFESSIONAL EVALUATION FORM
_____ SCHOOL YEAR

GOALS:

1. _____
2. _____
3. _____

ADDITIONAL EMPLOYEE COMMENTS:

ADDITIONAL SUPERVISOR'S COMMENTS:

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

SUPERVISOR'S SIGNATURE: _____ **DATE:** _____

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EDUCATIONAL TECHNICIAN EVALUATION
 _____ **SCHOOL YEAR**

Name:**Position:****Current Assignment:****Date of Evaluation:****Name(s) of Case Manager(s):****Rating Key:**

AS – Area of Strength –	Consistently Exceeds Requirements of the Position
ES – Established Skills –	Meets Requirements of the Position
IS – Insufficient Skills –	Needs Improvement to Meet Requirements of Position
US – Unsatisfactory Skills	Does Not Meet Requirements of the Position

Works Effectively with Students:**Rating:**

Educational Technicians who work well with students are able to consistently do the following:

- 1) Demonstrate good teaching skills when working with students.
- 2) Work well in a wide range of job assignments i.e. across disabilities, ages and grade levels.
- 3) Demonstrate a mature and positive attitude with students at all times.
- 4) Self-directs effectively and manages both student time and staff time efficiently.
- 5) Demonstrates flexibility in day-to-day work assignments and is willing to new assignments.

Works Effectively with Supervising Case Manager:**Rating:**

Educational Technicians who work well with the special education case manager are able to consistently do the following:

- 1) Demonstrate supportive and positive relationship with case manager.
- 2) Take direction and master new learning in a positive manner
- 3) Understand when to seek appropriate support and redirection from case manager.
- 4) Demonstrate consistent and satisfactory follow-through on all assignments without significant monitoring by case manager
- 5) Communicates daily with case managers to provide them good information about student performance and needs.

Works Effectively with Regular Education Staff:**Rating:**

Educational Technicians who work well with staff are able to consistently do the following:

- 1) Communicates effectively with the regular education teacher on a daily basis to define their roles, duties and boundaries in the classroom to support all students.
- 2) Effectively implements student accommodation plans and behavior plans in the regular education setting.
- 3) Works cooperatively with the classroom teacher in a supportive role.
- 4) Provides a connection between multiple teachers to effectively organize and manage student educational needs.
- 5) Informs regular education teacher of specialized plans and supports in place for students in their classrooms.

EDUCATIONAL TECHNICIAN EVALUATION

Works Effectively to Meet Communication and Documentation Requirements:

Rating:

Educational Technicians who manage communications and documentation requirements are able to consistently do the following:

- 1) Complete all documentation in a timely manner in both paper and computer formats.
- 2) Demonstrate good judgment and common sense to provide parents with day-to-day information.
- 3) Share accurate and relevant information with all involve staff.
- 4) Maintain job specific data collection procedures (discrete trial, behavior management, observational data) in an organized, timely, and effective manner.
- 5) Keep building administrators and other supervisors informed of student needs when appropriate.
- 6) Respect confidential student information.

Demonstrates Professionalism in the Position and in School Environment:

Rating:

- 1) Demonstrates professional accountability by being at work on time, calling in if ill or have unexpected emergency, and taking on extra assignments if needed.
- 2) Demonstrates professional demeanor through appropriate dress, language and behavior with students in the school environment
- 3) Demonstrating professional boundaries with students both in and out of school settings
- 4) Supports school rules, policies and procedures.
- 5) Contributes to a positive school experience for students, staff, parents and all stakeholders involved with RSU 26

Overall Performance:
(choose one)

Consistently Exceeds Requirements of the Position

Satisfactory Meets Requirements of the Position

Needs Demonstrated Improvement to Continue with Position

Does Not Meet Requirements of the Position

Comments:

Signature of Person Completing Evaluation: _____ **Date:** _____

Sign and return this evaluation in three (3) business days. *Your signature indicates you have read this evaluation and been provided a copy. You are welcome to add your own comments.*

Employee Signature: _____ **Date:** _____

Employee Comments:

Signature of Special Education Administrator: _____ **Date:** _____

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE ORONO EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PROFESSIONAL UNIT
*ADMINISTRATIVE ASSISTANTS, CUSTODIANS, FOOD SERVICES, EDUCATIONAL TECHNICIANS,
SPEECH-LANGUAGE PATHOLOGIST ASSISTANTS, AND COMPUTER TECHNICIANS*
AND
THE RSU 26 BOARD OF DIRECTORS

JULY 1, 2021 – JUNE 30, 2024

OEA MEMBERSHIP RATIFIED: JUNE 8, 2021
RSU 26 BOARD OF DIRECTORS RATIFIED: JUNE 8, 2021